

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:) Docket HWCA 00/01-3015
)
Onyx Environmental)
Services, L.L.C.) CONSENT ORDER
1704 West First Street)
Azusa, California 91702) Health and Safety Code
) Section 25187
EPA ID No. CAD 008 302 903)
Respondent.)
_____)

The State Department of Toxic Substances Control
(Department) and Onyx Environmental Services, L. L. C.
(Respondent) enter into this Consent Order and agree as follows:

1. Respondent generates, handles, treats, stores,
and/or disposes of hazardous waste at 1704 West First Street,
Azusa, California 91702 (Site).

2. The Department inspected the Site on June 13, 22 &
28, 2000.

3. The Department alleges the following violations:

3.1.1. The Respondent violated Title 22, California
Code of Regulations (CCR), Section 66264.177 in that on or about
June 13, 2000, Respondent failed to separate incompatible
hazardous wastes by means of a dike, wall, or other device.

3.1.2. The Respondent violated Health and Safety
Code (HSC), Section 25201(a) in that on or about June 13, 22 &
28, 2000, Respondent stored hazardous wastes for over one year
without authorization from the Department.



4. A dispute exists regarding the alleged violations.
5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.
6. Jurisdiction exists pursuant to Health and Safety Code (HSC) section 25187.
7. Respondent waives any right to a hearing in this matter.
8. This Consent Order shall constitute full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.
9. Respondent admits the violations.

SCHEDULE FOR COMPLIANCE

10. Respondent shall comply with the following:
- 10.1.1. Within 30 days of the effective date of this Consent Order, Respondent shall submit to the Department for review and approval a plan to comply with the requirements of Title 22, CCR, Section 66264.177.
- 10.2. Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent to:

Roberto Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201

- 10.3. Communications: All approvals and decisions of the Department made regarding such submittals and notifications



1 shall be communicated to Respondent in writing by a Branch Chief,
2 Department of Toxic Substances Control, or his/her designee. No
3 informal advice, guidance, suggestions, or comments by the
4 Department regarding reports, plans, specifications, schedules,
5 or any other writings by Respondent shall be construed to relieve
6 Respondent of its obligation to obtain such formal approvals as
7 may be required.

8 10.4. Department Review and Approval: If the
9 Department determines that any report, plan, schedule, or other
10 document submitted for approval pursuant to this Consent Order
11 fails to comply with the Order or fails to protect public health
12 or safety or the environment, the Department may return the
13 document to Respondent with recommended changes and a date by
14 which Respondent must submit to the Department a revised document
15 incorporating the recommended changes.

16 10.5. Compliance with Applicable Laws: Respondent
17 shall carry out this Order in compliance with all local, State,
18 and federal requirements, including but not limited to
19 requirements to obtain permits and to assure worker safety.

20 10.6. Endangerment during Implementation: In the
21 event that the Department determines that any circumstances or
22 activity (whether or not pursued in compliance with this Consent
23 Order) are creating an imminent or substantial endangerment to
24 the health or welfare of people on the site or in the surrounding
25 area or to the environment, the Department may order Respondent
26 to stop further implementation for such period of time as needed
27 to abate the endangerment. Any deadline in this Consent Order



directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

10.7. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

10.8. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

10.9. Sampling, Data, and Document Availability:



Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

10.10. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 10.16 in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.



10.11. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

10.12. Incorporation of Plans and Reports: All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.

10.13. Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order, the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

10.14. Extension Approvals: If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

10.15. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by HSC section 25188 and other applicable provisions of law.

10.16. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants,



1 successors, and assignees, including but not limited to
2 individuals, partners, and subsidiary and parent corporations,
3 and upon the Department and any successor agency that may have
4 responsibility for and jurisdiction over the subject matter of
5 this Consent Order.

6 10.17. Compliance with Waste Discharge Requirements:
7 Respondent shall comply with all applicable waste discharge
8 requirements issued by the State Water Resources Control Board
9 a California regional water quality control board.

10 PAYMENTS

13 of eight thousand dollars (\$8,000) in penalty. Respondent's
14 check shall be made payable to Department of Toxic Control, and
15 shall be delivered together with the attached Payment Voucher to

16 Department of Toxic Substances Control
17 Accounting Office
18 1001 I Street
P.O. Box 806
Sacramento, California 95812

19 A photocopy of the check shall be sent to:

20 Roberto Kou, Unit chief
21 Statewide Compliance Division
22 Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201

23
24 If Respondent fails to make payment as provided above,
25 **Respondent agrees** to pay interest at the rate established
26 pursuant to HSC § 25360.1 and to pay all costs incurred by the
27 Department in pursuing collection including attorney's fees.



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12. Effective Date: The effective date of this
Consent Order is the date it is signed by the Department.

13. Integration: This agreement constitutes the entire
agreement between the parties and may not be amended,
supplemented, or modified, except as provided in this agreement.

Dated: _____

Signature of Respondent's
Representative

Typed or Printed Name and Title of
Respondent's Representative

Dated: _____

Roberto Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances
Control